



Effective: August 14, 2020	<b>STANDARD FOR ADOPTION ASSISTANCE</b>
<b>Policy Statement:</b>	
Idaho will address the needs of eligible children and their adoptive parents through the Adoption Assistance Program. Adoption assistance shall be implemented in the context of all applicable laws and rules.	
<b>Purpose:</b>	
The purpose of this standard is to provide direction and guidance to Child and Family Services (CFS) program regarding adoption assistance. This standard is intended to achieve statewide consistency in the development and application of CFS core services. This standard will also provide a measurement for program accountability.	
<b>Practice and Policy Requirements:</b>	
Adoption Assistance Benefits	<ol style="list-style-type: none"> <li>1. The assigned social worker meets with the prospective adoptive parent(s) to negotiate the benefit package for each child eligible for adoption assistance.</li> <li>2. Negotiated adoption assistance benefits may include any or all of the following:               <ol style="list-style-type: none"> <li>a. Monthly Subsidy</li> <li>b. Medicaid</li> <li>c. Non-Recurring Reimbursement</li> <li>d. Special Conditions</li> </ol> </li> <li>3. Adoption Assistance Agreements also include eligibility for Title XX Social Services.</li> <li>4. A Request for Assistance (RFA) is completed by the permanency worker to document the benefits requested by the prospective adoptive parent(s).</li> <li>5. Review and approval of requested adoption assistance benefits is completed by a CFS program specialist.</li> </ol>
Types of Adoption Assistance Agreements	<p>There are three five types of Adoption Assistance Agreements:</p> <ol style="list-style-type: none"> <li>1. A standard Adoption Assistance Agreement includes a paid monthly</li> </ol>

	<p>subsidy, Medicaid, and reimbursement of non-recurring expenses.</p> <ol style="list-style-type: none"> <li>2. An Agreement-Only Adoption Assistance Agreement includes Medicaid and reimbursement of non-recurring expenses. Payment of a monthly subsidy may be re-negotiated at any time.</li> <li>3. A Non-Recurring (NRR) Adoption Assistance Agreement includes reimbursement of adoption-related expenses (see "Non- Recurring Reimbursement Only Agreements" for more information).</li> <li>4. Amended Adoption Assistance Agreements are completed whenever adoption assistance benefits are re-negotiated with a family.</li> <li>5. A Waiver of Adoption Assistance is completed when the adoptive parent(s) of a child eligible for IV-E or state funded adoption assistance chooses to waive all benefits.</li> </ol>
Adoption Subsidy	<ol style="list-style-type: none"> <li>1. The Adoption Subsidy payment cannot be more than the current payment received for the child in a foster family home in Idaho (<a href="#">Idaho Statute 56-805(2)</a>; <a href="#">IDAPA 160.06.01.910.02(a)</a>) excluding payments made for therapeutic or treatment foster care, child care, clothing, birthday and Christmas payments.</li> <li>2. To determine if the child's special needs are evident, consideration should be given to the following: <ol style="list-style-type: none"> <li>a. Diagnosed physical, mental health, or developmental concerns which require services or treatment.</li> <li>b. Conditions related to abuse or neglect experienced by the child which require services or treatment.</li> <li>c. Age-related needs such as paid child-care when all adoptive parent(s) are employed outside of the home.</li> </ol> </li> </ol>

	<p>d. Transportation to maintain birth family connections to siblings, relatives, or kin.</p> <p>3. If the child's special needs are not currently evident, the child is considered at-risk only and the monthly subsidy cannot exceed \$0 per month (<a href="#">IDAPA 160.06.01.901.02(c)</a>).</p> <p>4. If the child is at-risk only and/or the adoptive parent(s) does not require financial support, an Agreement Only request with a subsidy payment of \$0 should be requested to ensure the family's ability to request a monthly subsidy benefit at a later date.</p> <p>5. For a child placed in a contracted, treatment, or therapeutic setting or transitioning from residential or congregate care placements, the maximum subsidy is the Level III severe rate.</p> <p>6. The child's current qualification for a Level III rate must be documented in ESPI.</p> <p>7. The Adoption Assistance Program is not intended to reimburse adoptive parents for being parents. The purpose of monthly subsidy is to combine with the parents' resources to help the adoptive family provide for the needs of the child they would otherwise have difficulty providing. Adoption assistance benefits are not intended to fully cover the cost of raising the child.</p> <p>8. Consideration of financial and non-financial resources available to meet the child's needs should be made in negotiation the monthly subsidy payment.</p> <p>a. Services covered by Medicaid are not included as a need requiring coverage through adoption subsidy.</p> <p>b. Financial resources, such as continued receipt of Social Security death benefits after adoption finalization, are counted towards the maximum amount of monthly subsidy for which the child is eligible. For example, if the</p>
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	<p>current monthly family foster care payment for the child is \$584 and the child will continue to receive a monthly death benefit of \$200, the maximum adoption subsidy payment for the child would be \$384 per month.</p> <p>c. Consideration should be given to additional financial benefits for which the child and/or adoptive parent(s) will be eligible following adoption finalization such as Social Security benefits paid to dependents of retired parents.</p> <p>9. Additional factors to consider include:</p> <ol style="list-style-type: none"> <li>The number of people supported by the adoptive parent(s) income</li> <li>Additional or unusual expenses incurred by the adoptive parent(s) such as supporting an elderly parent or adult disabled child.</li> </ol> <p>10. Adoption subsidy payments cannot be extended past the child's 18<sup>th</sup> birthday for any reason.</p> <p>11. Subsidy payments are paid to the child's adoptive parent(s). They cannot be paid directly to the child.</p> <p>12. Subsidy payments should be paid through direct deposit unless the adoptive parent(s) do not have the ability to receive electronic payments.</p> <p>13. Subsidy payments remain in effect paid by Idaho regardless of the state of residence of the child and adoptive parent(s).</p>
Non-Recurring Reimbursement (NRR)	<p>The adoptive parent(s) of a child with an Adoption Assistance Agreement may be reimbursed up to \$2,000 for reasonable and necessary adoption-related expenses such as:</p> <ul style="list-style-type: none"> <li>Attorney's fees</li> <li>Court costs</li> <li>Costs associated with obtaining a home study such as medical references or background checks</li> </ul>

	<ul style="list-style-type: none"> <li>Costs associated with travel for pre-placement visitation</li> </ul> <p>Expenses related to the termination of parental rights cannot be reimbursed.</p> <p>NRR may only be paid after the finalization of the adoption.</p> <ul style="list-style-type: none"> <li>Adoptive parents may not be reimbursed through both NRR and an employer-sponsored or other program.</li> <li>Documentation of actual expenses is required to be added to the child's electronic file prior to the reimbursement payment being issued.</li> <li>Legal expenses should be reimbursed to the adoptive parent(s) whenever possible.</li> <li>If the circumstances of the prospective adoptive parent(s) prohibit their payment to an attorney, CFS may use NRR to pay the attorney directly. Attorney costs cannot exceed \$2,000 per child. Any costs paid directly to an attorney will be deducted from the funds available for reimbursement for other expenses. Use of this option should be limited.</li> </ul>
Medicaid	<ol style="list-style-type: none"> <li>If medical insurance is available to the child through the adoptive parent(s) and the adoptive parent(s) are electing to not provide medical insurance for the child, and the adoptive parent(s) reside in Idaho, application must be made for the Health Insurance Premium Payment (HIPP) program prior to completion of the adoption assistance request for assistance (<a href="#">IDAPA 16.06.01.910.03(b)</a>). If eligible, there is no requirement the family must enroll with HIPP.</li> <li>If there is a waiting period for coverage, pre-existing conditions will not be covered, and/or Medicaid is not expected to cover all the child's medical expenses, this should be taken into consideration when negotiating the monthly subsidy.</li> </ol>

	<ol style="list-style-type: none"> <li>3. Idaho Medicaid is provided for any child with an Adoption Assistance Agreement who resides in Idaho.</li> <li>4. Medicaid will be provided in any state of residence for a child with a IV-E Adoption Assistance Agreement.</li> <li>5. Medicaid for a child with a state-funded Adoption Assistance Agreement will depend on the state of residence. If the state of residence offers <a href="#">COBRA reciprocity</a>, the child will receive Medicaid in that state. If the state of residence will not provide Medicaid to the child, provisions for medical coverage must be included or added to the child's Adoption Assistance Agreement.</li> </ol>
Special Conditions	<p>Adoption Assistance Special Conditions are limited to cases of exceptional need and are available on a case-by-case basis. They require approval from the Deputy Division Administrator or designee.</p> <ol style="list-style-type: none"> <li>1. Special Conditions may include: <ol style="list-style-type: none"> <li>a) Goods, services, and/or out-of-pocket expenses necessary to meet the child's exceptional special needs.</li> <li>b) Personal Care Service (PCS) level subsidy requests.</li> </ol> </li> <li>2. Services excluded from Special Conditions include: <ol style="list-style-type: none"> <li>a. Residential treatment and other out of home placement</li> <li>b. Orthodontics</li> <li>c. Elective private school tuition</li> <li>d. Child care (with limited exceptions)</li> </ol> </li> <li>3. Special Conditions requests are included on the child's request for assistance and must include information as to what other resources have been explored to meet the need, why those resources will not provide sufficient support, and the length of time the service will be needed.</li> <li>4. Early Periodic Screening, Diagnostic, and Treatment (EPSDT) coverage must first be sought for any medically-necessary service being requested through Special Conditions.</li> </ol>

	<ol style="list-style-type: none"> <li>5. Payments for approved Special Conditions goods, services, and/or out-of-pocket expenses will be reimbursed to the adoptive parent(s) upon receipt of itemized statements and/or verification of payment.</li> <li>6. PCS level subsidies are intended to minimize the loss of income incurred by PCS families when they adopt a foster child placed in their home. The maximum PCS level subsidy request is \$1,000 per month. This amount is reflective of a child with 24-hour PCS care approval and/or whose needs are such they are not expected to live independently as an adult.</li> <li>7. Confirmation of the child's eligibility for PCS must be in the child's electronic file at the time the request for assistance is made.</li> </ol>
Non-Recurring Reimbursement (NRR) Only Agreements	<p>Eligibility for a NRR Adoption Assistance Agreement is determined through a separate application process from standard adoption assistance eligibility.</p> <ol style="list-style-type: none"> <li>1. Any child meeting Idaho's definition of "special needs" who is being adopted through a domestic private, independent, or public adoption may be eligible for NRR adoption benefits.</li> <li>2. Application and eligibility determination is made at the regional level.</li> <li>3. Adoption subsidy, Medicaid, Special Conditions, and Title XX Services are not included.</li> <li>4. Eligible expenses and payment is the same as included in "Non-Recurring Reimbursement."</li> </ol>
Adoption Assistance Agreement	<ol style="list-style-type: none"> <li>1. The Adoption Assistance Agreement must be signed by CFS and the prospective adoptive parent(s) prior to finalization of the adoption. <ol style="list-style-type: none"> <li>a. NRR Adoption Assistance Agreements are finalized using the Adoption Assistance Non-Recurring Expense Reimbursement Agreement document.</li> <li>b. Waivers of Adoption Assistance are completed using the Waiver</li> </ol> </li> </ol>

	<p>of Adoption Assistance document.</p> <p>c. All other new agreements are completed using the standard Adoption Assistance Agreement document.</p> <p>2. A copy of the Adoption Assistance Agreement signed by CFS and the adoptive parent(s) must be added to the child's electronic file upon completion.</p> <p>3. Before an adoption subsidy can be paid or post-adoption Medicaid issued, a copy of the court order finalizing the adoption must be received, documented in ESPI, and added to the child's electronic file.</p>
Adoption Assistance Re-negotiation and Post-Adoption Support	<p>1. An adoptive parent of any child with an Adoption Assistance Agreement may request post-adoption support services for the child and family.</p> <p>2. The permanency team in the regional office where the adoptive parent(s) and child resides is responsible for providing post-adoption services to that child and family.</p> <p>3. If the adoptive parent and child reside out of state, the permanency team completing the most recent adoption assistance negotiation for the child is responsible for providing post-adoption services to that child and family.</p> <p>4. There are no automatic or annual increases in adoption assistance subsidy benefits.</p> <p>5. An adoptive parent(s) of a child with an Idaho Adoption Assistance Agreement may request to re-negotiate the agreement at any time.</p> <p>6. Documentation reflecting changes in the child's physical and/or mental health diagnoses, treatment recommendations, and/or academic needs is required to support related re-negotiation requests and must be added to the child's electronic file. The child's health and education information must also be updated in ESPI.</p> <p>7. The child's needs to be addressed in a re-negotiated subsidy should be related</p>



	<p>to special needs present at the time of the child's adoption, including those related to the child's history of abuse or neglect.</p> <p>8. The maximum allowable subsidy for a re-negotiated subsidy agreement is the payment a foster family would receive to care for the child if the child were in foster care at the time of the re-negotiation.</p> <p>9. Re-negotiated adoption subsidies may have a start date no earlier than the first day of the month in which the legal guardian(s) requested the re-negotiation.</p> <p>10. Amended Adoption Assistance Agreements are finalized using the Amended Adoption Assistance Agreement document.</p>
Termination of Adoption Assistance and Repayment	<p>The termination of an Adoption Assistance Agreement will occur in any of the following circumstances:</p> <ol style="list-style-type: none"> <li>1. Child reaches the age of 18</li> <li>2. Upon the death of the child</li> <li>3. Upon the death of the adoptive parent(s) of the child</li> <li>4. Cessation of legal responsibility of the adoptive parent(s) for the child including: <ol style="list-style-type: none"> <li>a. Termination of parental rights</li> <li>b. The child marries</li> <li>c. The child enlists in the military</li> </ol> </li> </ol> <p>The suspension of subsidy payments included in an Adoption Assistance Agreement, will occur in any one of the following circumstances:</p> <ol style="list-style-type: none"> <li>a. The child no longer resides in the home of the adoptive parent(s) and CFS determines the child is no longer receiving financial support from the legal guardian(s)</li> <li>b. The child is placed in foster care in Idaho or through any other state, tribe, or territory</li> </ol> <p>The adoptive parent(s) is responsible for repayment of any funds provided on behalf of the child, which occur after the child's</p>

	eligibility for adoption assistance benefits has terminated according to one or more of the above provisions.
Notification of Changes in the Situation of the Adoptive Family	<p>The adoptive parent(s) of any child with an Adoption Assistance Agreement is responsible for notifying the Department when:</p> <ol style="list-style-type: none"> <li>1. They are no longer legally responsible for the support of the child</li> <li>2. The child is placed in foster care in any state, tribe, or territory</li> <li>3. They have a change in address</li> <li>4. There is a need to change the amount of the payment</li> </ol>
Training Requirements	<p>All CFS case carrying social workers will complete training on adoption assistance and related processes within nine months of employment or whenever there is legislation, practice standard, and/or process updates.</p> <p>Additional training or coaching may be required based on results of Quality Assurance Reviews.</p>
Annual Review Requirements	<p>An Annual Review of all families with an Idaho Adoption Assistance Agreement will be conducted (<a href="#">Idaho Statute 56-805(2)</a>). Adoption assistance benefits will not be suspended or terminated for failure to respond to the Annual Review. The Annual Review will be used to verify information including the family's current address, child's enrollment in educational services, and the child's residence.</p>